

Request for Proposal
Lushootseed Typeface Project

Executive Summary

Tulalip Data Services and the Tulalip Language Department, on behalf of the Tulalip Tribes, wishes to have a new typeface developed for the Lushootseed language. The new Lushootseed typeface will be used for all manner of internal and external communication.

The purpose of this request for proposal is to solicit information to make an informed decision / selection on contractor to perform the work detailed below in the scope of work.

Contractor shall adhere to the following timetable:

- Submit proposal to TDS by 3:00 PM October 1st, 2008
- Awarding of project by October 2nd, 2008
- Package #1: Perform all tasks by 4:30 PM on October 17th, 2008
- Package #2: Perform all tasks by 4:30 PM on November 7th, 2008

Scope of Work

The chosen contractor will be responsible for the design, development, testing and installation of the Lushootseed language typeface.

The chosen contractor will work with a representative from Tulalip Language Department (TLD). The TLD representative will act as an intermediary between the chosen contractor and the project stakeholders.

Work Process:

- The chosen contractor will design the typeface with input from the TLD representative.
- The TLD representative will be responsible for gaining design approval from all necessary stakeholders.
- The chosen contractor will develop the approved design and supply it to the TLD representative for review and testing.
- Any modifications identified during the testing phase will be addressed by the chosen contractor.
- After testing, the TLD representative will be responsible for gaining final design approval from all necessary stakeholders.

Deliverables Timeframe:

1. **Package #1:** The following deliverables need to be completed and delivered by 10/16/08
 - a. 1.1, 1.2, 1.3, 1.4, 1.5, 1.14, Set 2, Set 3
2. **Package #2:** The following deliverables need to be completed and delivered by 11/10/08
 - a. 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13 Set 2, Set 3

NOTE: If timeframe above cannot be met, please indicate in response and provide alternate timeframe.

All requirements indicated below as “REQUIRED” must be addressed in the response and corresponding proposal. All requirements indicated as “OPTIONAL” *should* be addressed in the response and corresponding proposal. Optional requirements may or may not be included in the final scope of work.

In your response, please include a plan for ensuring typeface compliance as indicated in the requirements below (1.1, 1.2, 1.3).

Requirements

In your response, please indicate if you can or cannot address the requirement by inputting “Y” (Yes) or “N” (No) for the response column.

		Required	Optional	Response (Y/N)
Set 1	Typeface			
1.1	unicode format (version 4.1 or later compliant)	X		
1.2	true type format (latest version compliant)	X		
1.3	Open type format (version 1.5 or later compliant)	X		
1.4	Font format - global hinting	X		
1.5	sans-serif version	X		
1.6	sans-serif bold version	X		
1.7	sans-serif italic version	X		
1.8	sans-serif bold italic version		X	
1.9	serif version		X	
1.10	serif bold version		X	
1.11	serif italic version		X	
1.12	serif bold italic version		X	
1.13	conversion script from existing Tulalip Lushootseed typeface to new typeface (Microsoft Office 2003 / 2007 compatible)	X		
1.14	Use of Keyboard mapping from current Tulalip Lushootseed typeface (see attachment)	X		
Set 2	Character Set			
2.1	all Lushootseed alphabetic characters and accents (see attachment)	X		
2.2	standard punctuation	X		
2.3	numerals 0-9	X		
Set 3	License			
3.1	Unlimited, exclusive license for Tulalip Tribes	X		
3.2	Typeface use solely at the discretion of Tulalip Tribes	X		
3.3	Typeface copyright held by Tulalip Tribes	X		
3.4	Typeface source files to be delivered to Tulalip Tribes	X		
3.5	Typeface must be of original design, not a replication or copy of existing	X		

Keyboard Mapping and Listing of Characters and Accents

Below is the current Tulalip Lushootseed typeface keyboard mapping, list of characters and list of accents (shown in red plus the “.” and “:”). Please use this as a reference for understanding the typeface complexity of the Lushootseed language.

Tulalip Lushootseed Keyboard Map

Font 'Toggle' Keystrokes

Note: Toggle functionality will only work with Microsoft Word. It will not work with any other applications

Alt + E = Times New Roman

Alt + S = ləšucid

Lower Case

©	1	2	3	4	5	6	7	8	9	0	-	=	Backspace
Tab	q	w	ə	š	t	y	u	i	w	p	[]	\
Caps Lock	a	s	d	ʔ	g	h	j	k	l	ʔ	;	'	Enter
Shift	š	x	c	č	b	n	m	,	.	/			Shift

Upper Case (Shift + Key)

~	!	@	#	\$	%	^	&	*	()	-	+	Backspace
Tab	q̑	w̑	q̑̑		t̑	y̑		k̑		p̑	{	}	
Caps Lock	q̑̑	s̑	d̑		g̑	h̑	k̑	k̑	l̑	ʔ̑	:	"	Enter
Shift	š̑	x̑	c̑	č̑	b̑	n̑	m̑	<	>	?			Shift

Qualifications and Requirements:

Bid Deadline

- Proposals **MUST** be received by 3:00 p.m. on **September 30th, 2008.**
Proposals received after this time will be rejected without consideration.
Please mail or deliver proposals to:

TULALIP DATA SERVICES
8732 27TH AVENUE NE
Tulalip, WA 98271-9111
ATTN: Robert Morris / Lushootseed Typeface Project
Tel.: 360-716-5145

PLEASE LABEL ON OUTSIDE OF ENVELOPE: OFFICIAL PROPOSAL DO NOT OPEN

- Or they can be dropped off in person at the above address until the date and time listed above. All proposals should be in a sealed envelope with all required items. TDS and The Tulalip Tribes are not responsible for lost or misdirected proposals delivered through the US mail or any other commercial carrier. As such, postmarked envelopes and packages are not sufficient to meet this deadline and late packages will be rejected. It is recommended that if you plan on mailing your proposal packages that they be mailed by a traceable means such as Express Mail with ample time for late or misdirected packages.

Fax and emailed bids

- Faxed and email copies are acceptable in order to meet the deadline.
 - Fax: 360-716-0005 ATTN: Robert Morris
 - E-mail: rmorris@tulaliptribes-nsn.gov

Contract

A sample Contract has been included as part of this RFP, as Appendix A. To be responsive, Contractor must be willing to enter into a Contract substantially the same as the Contract in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in the Bid Package and may, at the sole discretion of TDS, be grounds for disqualification from further consideration in the award of the Contract.

Under no circumstances is a Contractor to submit their own standard contract terms and conditions as a response to this solicitation. Instead, Vendor must review and identify the language in Appendix A that Contractor finds problematic, state the issue, and propose the language or contract modification Contractor is requesting. All of the Contractor's

exceptions to the contract terms and conditions in Appendix A must be submitted within the BID Package.

The above statement should not be interpreted to prohibit the Contractor from proposing changes to the contract terms or proposing additional contract terms and conditions during negotiation of the final Contract.

Acceptable Bid Package

- For a proposal to be accepted as being “complete” it **MUST** include:
 - Itemized listing of all items with manufacturer, part number, quantity, unit and extended prices.
 - Itemized listing of all labor, license, insurance and permits (if appropriate).
 - Bid amount.
 - **Proposed work schedule by requirement (timeline).**
 - **Any changes or modifications of proposed contracting terms and conditions**

Appendix A – Contract

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is effective _____, 200_, by and between the Tulalip Tribes, hereinafter “Tribes”, 6700 Totem Beach Rd., Tulalip, WA 98271 and _____, hereinafter “Contractor”, located at.

1. EFFECTIVE DATE: This contract shall be effective once executed by all parties to this contract.

2. TERM: The term of this contract shall expire on _____. This contract term may only be extended by mutual written agreement of both parties.

3. SCOPE OF WORK: The scope of work under this Contract for Contractor shall be, at the direction of the Contract Officer, as follows:

The scope of work for services is more fully set forth in **Exhibit A**, which is incorporated as a part of this contract.

4. CONTRACT OFFICER: The Contract Officer for the Tribes shall be _____. The Contract Officer shall be responsible for directing the work of Contractor on behalf of the Tribes. The Contract Officer shall authorize all work by Contractor under this Contract. No payment for services or expenses shall be made to Contractor without authorization by the Contract Officer.

The Contract Officer may designate staff representatives to confer with Contractor relative to Contractor's services under the terms of this contract. The work in progress will be reviewed from time to time by Tribes at the discretion of Tribes or on the request of Contractor.

5. FEES AND PAYMENT: Payment for the Contractor services shall be made according to the rates and schedules set forth in **Exhibit B**. Total payment for fees and expenses shall not exceed \$_____. Such payment will be considered full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

Payment is subject to Contractor submitting invoices documenting all hours expended under this contract by Contractor and Contractor's personnel. Reimbursable expenses shall be subject to approval by Contracting Officer. Contractor shall provide documentation and receipts for all claimed expenses.

Payment to Contractor shall be due not later than 30 (thirty) days after invoicing. Acceptance of final payment by Contractor constitutes a waiver of all claims by Contractor. Contractor fees will be payable on monthly statements. Such statements must

give a detail of time worked by each class of employee and the expenses incurred for which billing is made.

6. SCHEDULE OF WORK: On approval of this agreement, the Contracting Officer will issue a notice to proceed with the work. Contractor must utilize their best efforts in the prosecution of the work pursuant to the Scope of Work. Work shall be completed according to the schedule of work set forth in **Exhibit C**. Such schedule is subject to changes pursuant to Notice from the Contract Officer to the Contractor, or as mutually agreed by the parties.

7. WORK CHANGES: The Contracting Officer may order changes in scope or character of the work, either decreasing or increasing the amount of Contractor's services. In the event that such changes are ordered, Contractor will be entitled to full compensation for all work performed prior to receipt of notice of change. Increased compensation for changes must be authorized in writing by the Tribes.

In the event Contractor is delayed in the performance of their services by circumstances beyond the Contractor's control, the Contractor will be granted a reasonable adjustment in the schedule for work as described in **Exhibit C**. All claims for adjustments in the schedule of completion must be submitted to Tribes by Contractor within 3 days of the time of occurrence of the circumstances necessitating the adjustment.

Contractor should not undertake any work beyond the scope of this agreement unless such additional work is approved in advance and in writing by Tribes.

8. STANDARD OF CARE. Contractor shall perform its services in accordance with generally accepted standards presently maintained by other professionals engaged in the same type of work in Washington.

9. COMPLETION/TERMINATION. This Agreement shall remain in force until completion and acceptance of the services or until terminated hereunder. The Tribes may terminate this Agreement for any reason by providing at least thirty (30) days prior written notice to the other party, provided that either party may terminate this Agreement with seven (7) days' prior written notice if the other party fails substantially to perform its obligations under this Agreement. In the event of termination, Contractor shall be paid in accordance with the compensation terms of this Agreement for services provided in accordance with the scope of services up to the date of termination.

Upon termination, Contractor shall promptly deliver to Tribes all materials, documents, data or work product produced by or in the possession of Contractor that relate to work performed under this Contract. All work performed by Contractor under this Contract shall be the property of the Tribes. The Contractor shall be permitted to retain copies, including reproducible copies of drawings and specifications for information, reference, and use in connection with the Contractor's endeavors. The Contractor shall not be responsible for any use of the said documents, drawings, specifications or other materials by the Tribes on any project other than the project specified in this Agreement.

10. INSURANCE. Contractor will maintain the following levels of insurance during the term of this Agreement. The Tribes will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

a. Worker's Compensation (and Employer's Liability Insurance)--as required by applicable state statute.

b. Commercial General Liability--\$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate.

c. Automobile Liability--minimum of \$1,000,000 combined single limit for bodily injury and property damage.

d. Professional Liability (E&O) --\$1,000,000 each claim and in the aggregate.

11. INDEMNIFICATION/HOLD HARMLESS. The Contractor agrees to indemnify and hold harmless the Tulalip Tribes, its respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the Contractor's acts, errors, or omissions in services provided pursuant to this Agreement. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Tribes and Contractor, they shall be borne by each party in proportion to its negligence.

12. RECORD KEEPING: Contractor agrees to maintain for inspection by Tribes for three (3) years after final payment for all books, records, documents and other evidence pertaining to the costs and expenses of this contract.

13. WORK PRODUCT: Any and all work product, reports, data, findings, maps under this contract shall become the property of and remain under the sole proprietorship of Tribes. Contractor assigns all copyright in such materials to the Tulalip Tribes. Contractor will not release or disclose any information obtained as a result of performing work under this contract, either orally or in writing, unless expressly approved in writing by the Tribes.

14. SUCCESSOR BOUND: Tribes and Contractor each binds themselves and their partners, agents, assigns, successors and legal representatives of such other party to this contract and to the partners, successors, and legal representatives of such other party with respect to all terms and conditions of this contract, subject to appropriate federal law and regulations.

15. NON-ASSIGNABILITY: This is a personal services contract and the obligations of either party may not be assigned or otherwise transferred in whole or in part.

16. INDEPENDENT CONTRACTOR: Contractor is an independent contractor and not an employee of the Tribes. Contractor is and shall be responsible for and hold Tribes harmless from payment of all applicable taxes, fees or other payments required to be paid to any government by Contractor as a result of payments by Tribes to Contractor under this contract.

17. INTEGRATION: This agreement document represents the entire and complete agreement of the parties and supercedes all negotiations and representations, either written or oral. This contract may be amended or modified only in writing as agreed to by both parties.

18. COMPLIANCE WITH APPLICABLE LAWS: Contractor shall abide by all applicable laws and regulations in his performance of work by obtaining all required applicable licenses, permits or other governmental authorizations necessary for said performance.

19. INDIAN / TRIBAL PREFERENCE: Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin or handicap, with regard to employment. For work performed under this contract, Contractor shall comply with applicable provisions of the Tribal Employment Rights Ordinance, #60.

20. NOTICE OF LEGAL PROCEEDINGS: Contractor shall promptly notify Tribes of any litigation arising from or affecting its operations under this contract, including any bankruptcy or insolvency proceedings of Contractor or of its assignees or subcontractors. Contractor shall not assign his rights under this contract without first obtaining Tribes' written approval.

21. LIMITATION ON LIABILITY: Contractor hereby acknowledges and agrees that it shall not be entitled to payment for services or otherwise including damages in excess of the fee amount specified in this contract.

22. BREACH; REMEDIES: Tribes may immediately suspend work under this contract upon delivery to Contractor of a written notice of breach. Suspension shall continue until Tribes' authorized representative certifies in writing that the breach is remedied. If in the sole opinion of the Contracting Officer, Contractor remains in breach after seven (7) days from the notice of suspension, Tribes may terminate this contract without further notice. Any failure by Tribes to suspend or terminate this contract in case of breach shall not waive Contractor' duty to perform. Failure by Contractor to perform on his part any duty, term or condition, herein shall constitute a breach. Failure of Tribes to assert any claim or right at any time under this contract shall not waive its right to assert any claim or right at a later time.

23. NOTICE: All notices required by this contract shall be in writing and shall not be effective unless delivered personally or via U.S. mail, to the individuals identified as follows: _____

24. APPLICABLE LAW: The parties agree that the laws of the Tribes shall apply to the interpretation and enforcement of this contract. Nothing in this contract constitutes or

shall be construed as a waiver of sovereign immunity of the Tribes, its subordinate entities officers, directors or employees.

Contractor **DATE**_____

Tulalip Tribes **DATE**_____